



Registration of a Charge

Company name: **APIOIL UK LIMITED**

Company number: **01784532**



X64NWW2H

Received for Electronic Filing: **19/04/2017**

Details of Charge

Date of creation: **03/04/2017**

Charge code: **0178 4532 0005**

Persons entitled: **ING BELGIUM, BRUSSELS, GENEVA BRANCH**

Brief description: **N/A**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JONATHAN ABRAMS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1784532

Charge code: 0178 4532 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd April 2017 and created by APIOIL UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th April 2017 .

Given at Companies House, Cardiff on 20th April 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



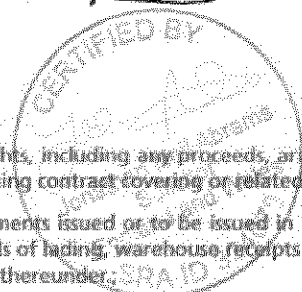
THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

19/4/2017

GREGORY ABRAMS DAVIDSON LLP

ASSIGNMENT OF CLAIMS

Jill Adams

JONATHAN ABRAMS
SOLICITOR

The undersigned (name / address): APIO LUK LIMITED
KINGSWAY HOUSE 103 KINGSWAY,
WC2B6QX LONDON - U.K. - (the "Client")

and

ING Belgium, Brussels, Geneva branch (the "Bank")

hereby agree (the "Assignment of Claims") as follows:

1. Application

The Assignment of Claims is supplemental to the TCF Conditions and to the General Terms and Conditions of the Bank.

Unless the context requires otherwise, capitalized terms and expressions that are not defined in the Assignment of Claims shall have the same meaning as set forth in the TCF Conditions.

2. Secured Obligations

The Client acknowledges and agrees that all present, future, contingent or potential debts or liabilities which it has or may have in the future towards the Bank in connection with their business relationship, whether or not these debts or liabilities are due for payment, in particular under any Accommodation and/or any Facility Document entered into between the Bank and the Client, including without limitation debts and liabilities for repayment of principal, payment of interest, commissions, fees, recovery costs, incidental costs and expenses of whatever nature (such as storage, transport, customs duties, insurance fees), charges, indemnification in respect of LCs, Guarantees, or other undertakings issued, signed, co-signed or countersigned by the Bank on behalf of the Client (the "Secured Obligations") are to be secured by way of this Assignment of Claims.

3. Continuing security

This Assignment of Claims and the security interest created thereunder shall remain in full force and effect until all Secured Obligations have been fully and finally repaid and discharged, irrespective of any temporary repayment, change of trustee, corporate name or of place of incorporation, transformation, *inter alia* with respect to type of company, merger, succession, composition, bankruptcy or similar proceeding affecting the Client.

4. Assignment

The Client hereby assigns, respectively confirms having assigned, to the Bank (the "Assignment") any present, future, contingent or potential claims and rights that the Client may have against any third party, and that result from or are in connection with any operation totally or partially financed by an Accommodation and/or a Facility, in particular, but not limited to:

- (a) any and all its rights (including remedies for breach of contract) resulting from the purchase and/or the sale of goods or products:
 - i. purchased or refinanced by the Client by way of an Accommodation and/or a Facility or generally given as collateral by the Client to the Bank; and/or
 - ii. in relation to which the Bank has financed any costs, such as, without limitation, insurance, transport, processing, custody or storage; and/or
 - iii. in relation to which the Bank has financed any hedging transactions, e.g. initial and/or variation margins for transactions in the options/futures/forwards markets or swaps;

(collectively the "Assets")

- (b) any and all its rights (including remedies for breach of contract) resulting from other contracts related to the Assets, such as without limitation transport, processing, custody or storage contracts;
- (c) any and all its claims for damages and/or compensation in relation to the Assets;

- (d) any and all its rights, including any proceeds, arising under an insurance or hedging contract covering or related to the Assets;
- (e) any and all documents issued or to be issued in respect of the Assets, such as bills of lading, warehouse receipts etc. as well as any rights arising thereunder;

- (f) any and all its rights, including proceeds, arising under payment or guarantee instruments or other financial instruments issued in relation with the Assets, including without limitation Guarantees and drafts as well as arising under receivables or instruments guaranteed or discounted by the Bank;

(collectively, the "Assigned Claims"); being specified that the Assigned Claims are assigned together with any and all preferential and ancillary rights attached thereto, such as pledges, sureties, reservation of title.

5. Undertakings

As long as any of the Secured Obligations is not fully and finally discharged, the Client shall, where applicable at its costs:

- (a) not amend or waive any term of an agreement or any other document, creating and evidencing the Assigned Claims without the Bank's prior written consent, if such amendment or waiver may affect adversely the rights of the Bank against the debtors under the Assigned Claims;
- (b) take, or cause to be taken, all necessary or desirable steps to protect the Assigned Claims and all rights attaching thereto;
- (c) not create or maintain, or allow to be created or maintained, any security interest, encumbrance or other preferential right over the Assigned Claims in favour of any third party;
- (d) spontaneously provide the Bank with any information and/or documents in relation with the existence and/or exercise of the Assigned Claims (such as repayment dates, protests, refusals or failures by any debtor of the Assigned Claims to pay, pending or threatened actions, suits or proceedings in connection with the Assigned Claims, facts or events which may adversely affect the Assigned Claims);
- (e) not assign the Assigned Claims to any third party;
- (f) unless otherwise instructed in writing by the Bank, procure that any Assigned Claims shall be paid on the account(s) of the Client held with the Bank, in particular, without limitation, by including a clear indication to that effect on any contracts, invoices or other relevant documents;
- (g) in the event that the Client receives any sum in satisfaction of any Assigned Claims on an account that is not held with the Bank, immediately transfer the same to the Client's account(s) held with the Bank;
- (h) provide forthwith to the Bank any document evidencing or representing the Assigned Claims;
- (i) if so required by the Bank, institute proceedings or take any action against any third party (including without limitation insurance companies) in relation with any Assigned Claims;
- (j) in the event that drafts drawn against any debtor under any Assigned Claims are issued, immediately procure that the same be duly endorsed and delivered to the Bank.

6. Representation and warranties

The Client represents and warrants to and for the benefit of the Bank on a continuing basis that:

- (a) the Client is the sole legal owner of the Assigned Claims and that they are freely assignable;
- (b) the Assigned Claims have not been previously assigned;
- (c) the Assigned Claims duly exist and are legally valid, that they are fully collectable and that the debtor(s) of the Assigned Claims is (are) solvent;

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(d) the debtor(s) of such Assigned Claims is (are) not currently in a position to set off any claim it (they) may have against those assigned herein; in the event such debtor(s) turn(s) out in the future to be in such a position, the Client undertakes hereby to furnish to the Bank any additional collateral which the Bank may request to receive.

7. Notification to third party

The Client shall immediately notify any debtor or third party of the Assignment made herein (*inter alia* by including any pertinent language in each of the Client's invoices) and procures that such debtor or third party acknowledges and agrees to such Assignment in writing.

To the extent necessary, in particular if the Client fails to comply with the obligation to notify under this clause, the Client hereby expressly authorizes the Bank to proceed itself to such notification at any time and form the Bank deems appropriate.

8. Cooperation of the Client

The Client hereby agrees to carry out, at the Bank's first request and at the Client's own expenses, any act (including the filing, registration or recording of the Assignment with any authority) and to execute all such documents or instruments that the Bank may consider to be necessary or desirable to constitute, perfect, register, maintain, protect or enforce the Assignment, and to preserve (the value of) or transfer the Assigned Claims. Equally, the Client hereby expressly authorizes the Bank to undertake any such act and to execute any such documents or instruments on the Client's behalf and at the Client's expenses and risks. The Client undertakes to fully co-operate with the Bank to complete any actions and measures done or requested by the Bank in this context.

9. Enforcement

When the Client fails to comply with any Secured Obligations, the Bank shall be entitled, without notice, to foreclose the Assigned Claims in such manner as the Bank shall deem appropriate.

With respect to any of the Assigned Claims, the Bank may, in particular, request that the payments of the amounts due be accelerated, receive payments in capital and interest, demand and take delivery of the Assets, grant time extensions and/or take legal action for the performance of the Assigned Claims (in which cases the costs and risks shall be borne by the Client).

10. Amendments

Any changes to this Assignment of Claims shall be made in writing and agreed to by all parties, including all changes brought to this clause.

11. Other security

Any security created under this Assignment of Claims at any time shall be in addition to and is independent from, any other security (such as pledge, charge, hypothecation, mortgage, lien or any other security interest) currently in force or that may be created in the future in favour of the Bank.

12. Applicable law and jurisdiction

This Assignment of Claims and the security interest created thereunder shall be governed by and construed exclusively in accordance with Swiss law.

The exclusive place of performance of the obligations of the Bank and of the Client shall be Geneva. Any dispute between the parties shall be decided exclusively by the competent courts in Geneva, subject to review by the Swiss Federal Tribunal. The Bank may also start legal proceedings against the Client in any other court having jurisdiction within or outside of Switzerland, in which case Swiss law shall remain solely applicable.

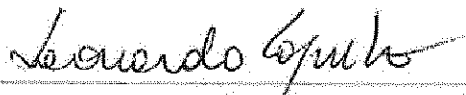
Executed for and on behalf of the Client by:



Name: PETER ROBERT RICHARDS

Title: MANAGING DIRECTOR

Date: 03/04/2017



Name: LEONARDO CAPUTO

Title: DIRECTOR

apioil uk limited
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